

Excise Tax Exempt

Pierce County, WA

03/09/2023 2:58 PM

Electronically Submitted

EWILLIA

202303090282

Electronically Recorded

Pierce County, WA EWILLIA

03/09/2023 2:58 PM

Pages: 9

Fee: \$211.50

After recording return to:

City Clerk
 City of Puyallup
 333 South Meridian
 Puyallup, WA 98371

Document Title: Sidewalk Easement Agreement**Reference Number of Related Document(s):** N/A**Grantor:** Central Puget Sound Regional Transit Authority**Grantee:** City of Puyallup**Abbreviated Legal Description:** Ptn of the Southeast quarter of the Northeast quarter of Section 28-20N-4E W.M.**Legal Description:** See the attached Exhibit B**Assessor's Tax Parcel Number:** 0420281171

CHICAGO TITLE INSURANCE COMPANY
 has placed the document of record as a
 customer courtesy and accepts no liability
 for the accuracy or validity of the document.

SIDEWALK EASEMENT AGREEMENT

This Sidewalk Easement Agreement (this "Agreement") is entered into on the date of the last signature below by and between the City of Puyallup, a Washington municipal corporation, along with its successors, agents, designees or assigns ("Grantee") and Central Puget Sound Regional Transit Authority, a Washington regional transit authority, along with its successors, agents, designees or assigns ("Grantor").

Recitals

A. Grantor is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington. Grantor owns certain real property more particularly described in Exhibit A which is attached hereto and incorporated herein by this reference (the "Property").

B. Grantee is a municipal corporation of the State of Washington. Grantee requires an easement on the Property for the purpose of maintaining sidewalk facilities, in the area described in Exhibit B and depicted in Exhibit C, both of which are attached hereto and incorporated herein by reference (the "Easement Area").

Easement

Now, therefore, Grantor, in consideration of the mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, and

other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to the Grantee a permanent easement (the "Easement") in the Easement Area, subject to the terms of this Agreement.

Agreement

1. Purpose. Grantee shall have the right to use the Easement Area for the purpose of the right to maintain, inspect, police, repair, modify, restore, and replace a public sidewalk, and any other appurtenances or related elements. Grantee shall have the right of ingress and egress through and along the Easement Area, and the right to make the sidewalk available to the public for ingress and egress and the right to engage in any other activity that is reasonably related to the sidewalk or its usage.

2. Grantee's Use of Easement Area. Grantee's use of the Easement Area shall be subject to the following terms and conditions:

a. Prior to any excavation, construction, work or activity that would require digging more than twenty-four (24) inches below the surface of the Easement Area, Grantee shall provide notice to Grantor. After completion of any construction or reconstruction of Grantee's facilities in the Easement Area, Grantor may request and receive a copy of as-built plans, at no cost to the Grantor, showing the location of Grantee's facilities and related permanent structures anything that was modified on the Property, including utilities and service connections and any other physical features.

b. Grantee shall maintain the Easement Area and sidewalk improvements in a safe condition and shall perform any and all repairs to the sidewalk improvements reasonably necessary for the purposes described herein.

c. In no event may Grantee store flammable, explosive, or hazardous materials within the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Property and the Easement Area for any purpose not inconsistent with the rights herein granted to Grantee so long as such use or use rights do not unreasonably interfere with the easement rights being conveyed herein.

4. Restoration. In the event Grantee disturbs or damages the Easement Area or any other part of the Property, Grantee shall at its sole cost repair or restore the disturbed or damaged area to a condition as good as or better than that which existed before Grantee's use of the Easement Area.

5. Indemnification. Each party (in such capacity, the "Indemnifying Party") shall indemnify, defend, and hold the other party and its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees (collectively, the "Indemnified Parties") harmless from and against any and all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees) (collectively,

“Claims”) asserted by any third person against the Indemnified Parties arising out of or resulting from the use of the Easement Area by the Indemnifying Party or its successors, assigns, agents, contractors, subcontractors, tenants, licensees, invitees, and employees for the purposes described herein, or otherwise arising from or resulting from the Indemnifying Party’s exercise of its rights hereunder; provided, however, that an Indemnified Party shall not be indemnified to the extent that any such Claims are suffered or incurred by such Indemnified Party as a result of the sole negligence or willful misconduct of such Indemnified Party, and the foregoing defense, indemnity and hold harmless obligation shall not extend to and in no event shall the Indemnifying Parties be liable with respect to any pre-existing hazardous substances in, on or under the Property. Solely for the purpose of effectuating the indemnification obligations hereunder, and not for the benefit of any third parties (including employees of the parties), each party specifically and expressly waives any immunity that may be granted it under applicable federal, state or local worker compensation acts or other employee benefit acts. The parties acknowledge that the foregoing waiver has been specifically and mutually negotiated between the parties.

6. Successors. This instrument shall bind the parties’ successors and assigns, and whoever has possession of the Easement Area, or uses the Easement Area, in whole or in part, without regard to whether the possessor or user has title, or has succeeded to the same estate or interest that Grantee has or had.

7. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of Washington.

8. Venue. The venue for any action that arises from or out of this instrument shall be the Pierce County Superior Court.

<signature page to follow>

In witness whereof, the parties have executed this Agreement as of the date set forth below.

GRANTOR:

Central Puget Sound Regional Transit Authority

By: Michelle Reuss

Print Name: Michelle Reuss

Title: Acting Dep Exec Director

Date: 3/2/23

Approved as to Form:

By: Paul Moomaw Digitally signed by Paul Moomaw
Date: 2023.02.27 14:54:24 -08'00'

Print Name: _____

Title: _____

Date: _____

GRANTEE

City of Puyallup

By: Hans Hunger

Print Name: Hans Hunger

Title: City Engineer

Date: 3-7-23

Approved as to Form:

By: Shawn Arthur

Print Name: Shawn Arthur

Title: Deputy City Attorney

Date: 3-7-23

(ACKNOWLEDGMENT FOR GRANTOR)

STATE OF WASHINGTON)

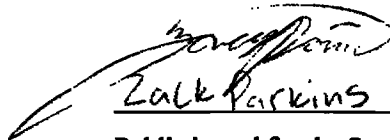
) ss.

County of King)

On this 2nd day of March, 2023, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michelle Reuss to me known to be the Acting Dep Exec Director of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, the authority that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.




Zack Parkins

Notary

Public in and for the State of Washington, residing
at Seattle, Washington.

My appointment expires 04/22/2026.

(ACKNOWLEDGMENT FOR GRANTEE)

STATE OF WASHINGTON)

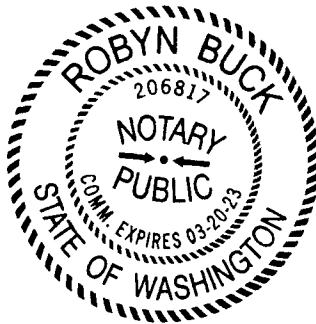
) ss.

County of Pierce)

On this 7th day of March, 2023, before me personally appeared Hans Hunger, to me known to be the City Engineer

of **City of Puyallup**, the authority that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.



[Signature] Notary Public in
and for the State of Washington, residing at Puyallup
My appointment expires 3-20-23

EXHIBIT A
Legal Description

PARCEL NO. 0420281171

A PORTION OF THE PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2688841 AND BEING A PORTION OF J.P. STEWART'S ADDITION ACCORDING TO PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 39, RECORDS OF PIERCE COUNTY, WASHINGTON LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 5TH STREET NW 30 FEET EAST OF CENTERLINE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY 33 FEET SOUTHERLY OF CENTERLINE; THENCE SOUTH 74° 07' 11" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 168.46 FEET, THENCE SOUTH 15° 52' 49" WEST A DISTANCE OF 53.09 FEET; THENCE NORTH 89° 02' 18" WEST A DISTANCE OF 149.46 FEET TO A POINT ON SAID EAST LINE OF 5TH ST NW RIGHT OF WAY; THENCE NORTH 01° 09' 57" EAST ALONG SAID EAST LINE A DISTANCE OF 94.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,546 SQUARE FEET, MORE OR LESS.

EXHIBIT B

**SIDEWALK EASEMENT
PARCEL NO. 0420281171**

A PORTION OF THE PARCEL OF LAND DESCRIBED IN STATUTORY WARRANTY DEED FILED UNDER PIERCE COUNTY AUDITOR'S FILE NO. 2688841 AND BEING A PORTION OF J.P. STEWART'S ADDITION ACCORDING TO PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 39, RECORDS OF PIERCE COUNTY, WASHINGTON, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF, SECTION 28, TOWNSHIP 20 NORTH RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF PUYALLUP, PIERCE COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED PARCEL, SAID POINT ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF 5TH STREET NW, BEING 30 FEET EAST OF CENTERLINE AND THE SOUTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, BEING 33 FEET SOUTHERLY OF CENTERLINE;
THENCE SOUTH 74°07'11" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 8.26 FEET;
THENCE SOUTH 01°09'57" WEST A DISTANCE OF 34.92 FEET;
THENCE SOUTH 24°30'36" WEST A DISTANCE OF 20.16 FEET TO A POINT ON SAID EAST LINE OF 5TH ST NW RIGHT OF WAY;
THENCE NORTH 01°09'57" EAST ALONG SAID EAST LINE A DISTANCE OF 55.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 361 FEET MORE OR LESS.

11/20/2021



SE 1/4, NE 1/4, SEC. 28, T. 20 N., R. 04 E., W.M.

BNRR



N.T.S.

5870000110

S 74°07'11" E 8.26'

POB

66.00'

S 01°09'57" W 34.92'

N 01°09'57" E 55.53'

WALK EASEMENT
AREA = 361 S.F.±

60.00'

0420281171

S 24°30'36" W 20.16'

5TH ST NW

11/20/2021



DATE: 11/20/2021

FILE: ST-COP-L02_EXH.DWG

EXHIBIT C
TAX PARCEL NO. 0420281171
SIDEWALK EASEMENT